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Interagency Agreement Between
Yuba County SELPA, Yuba County Office of Education,
Sutter County SELPA and Sutter County Superintendent of Schools

Private School Services

INTRODUCTION

This agreement identifies procedures to ensure communication between agencies for students who attend private schools outside their SELPA of residence within the Sutter County or Yuba County SELPAs. This is the agreed upon bi-county process for meeting the needs of students with disabilities placed in private schools by their parents as per Individuals with Disabilities Education Act (IDEA):

TERMS

Responsibilities and points of contacts for students who attend private school outside of the district and SELPA of residence are as follows:

1. District of Location (DOL), where private school is located, is responsible for "Child Find" and for completing "timely and meaningful consultation" with local private schools.

2. When a student is identified through the child find process at the private school, the private school administrator will refer the parent to the District of Residence (DOR) for consideration of an assessment. The DOR completes the assessment, if indicated, and determines eligibility within the time frame identified in CA Education Code.

3. For a child suspected of having a disability who attends a for-profit private school, the LEA in which the child resides is responsible for child find and any subsequent offer of a free appropriate public education (FAPE). For-profit private school students do not qualify for an Individual Service Plan (ISP).

4. When a private school suspects that one of their students is a student with a disability, the private school administrator will refer the Parent(s)/ Guardian for consideration of an assessment to the DOR located in either Yuba or Sutter SELPAs.

5. The DOR completes assessment and determines eligibility and an offer of FAPE within the time frame identified in CA Education Code. The DOR will attempt to obtain Release of Information from Parent(s)/Guardian.

6. The DOR schedules an IEP meeting to determine eligibility. The DOR will invite the DOL to the meeting. The IEP documentation shall address all suspected areas of disability. Upon receipt of Release of Information, the DOR will share information with the DOL. Both the DOR and the DOL will attend and collaborate at the IEP meeting.

    a. For eligible students, if parent agrees to attend public school, the DOR develops an IEP.
    b. If parent declines the offer of public school, the DOL continues the private school process.

7. For eligible students, should Parent(s)/Guardian refuse DOR's offer of enrollment at DOR, the DOL offers an Individual Service Plan (ISP) and reviews the plan annually as appropriate. The ISP will be based on the services identified in the annual timely and meaningful consultation with private schools in the DOL's SELPA. The DOL is responsible for all required state reporting.

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8. The DOL will attempt to obtain a Release of Information from parent(s). If the parent consents, the DOL will invite the DOR to annual ISP meetings.

9. If at any time, the parent of an eligible student indicates that they would like to consider enrolling in a public school, the parent will be referred to the DOR, so that the DOR can hold an IEP to determine continued eligibility and provide an offer of FAPE.

10. If student continues to be a private school student, DOR will conduct the triennial to establish continuing eligibility.

11. Students of preschool age who attend a private school will be served by their district of residence (DOR) through the IEP process.

12. Students of kindergarten age, but who continue to be enrolled in a preschool program in a private school, will be served by their district of residence (DOR) through the IEP process.

13. Students of kindergarten age and who are enrolled in a private kindergarten program will be served by the district of location (DOL) through the Individual Service Plan (ISP).

INDEMNITY

Notwithstanding obligations as stated above, Yuba and Sutter SELPA, and their member LEAs, shall each defend, hold harmless and indemnify the other party, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs from any cause whatsoever arising from or connected with its service hereunder.

This indemnity provision shall survive the term of this agreement.

TERM OF AGREEMENT

Requests to modify this agreement may be submitted by either party at any time during the life of this agreement. All modifications must be approved by each SELPA and will take effect July 1st of the next school year.

This agreement will remain in effect unless revised by mutual agreement by both parties or rescinded by either party with 30 days written notice.

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IN WITNESS WHEREOF, the Parties via their respective authorized representatives have executed and entered into this Agreement as of the date set next to the signatures below.

SUTTER COUNTY SUPERINTENDENT OF SCHOOLS

Dated: 4/7/2025 By: Signed by: 6B558F1CAFF84F6... Tom Reusser, Superintendent

YUBA COUNTY OFFICE OF EDUCATION SUPERINTENDENT

Dated: 4/1/2025 By: Signed by: Rob Gregor FA422AE6E556442... Rob Gregor, Superintendent

SUTTER COUNTY SELPA

Dated: 4/1/2025 By: Signed by: Robert Morgan ECD8401F9DD64B7... Robert Morgan, Asst. Superintendent, SELPA

YUBA COUNTY SELPA

Dated: 4/1/2025 By: DocuSigned by: Lora Gonzalez 2D43D2E1A52B486... Lora Gonzalez, SELPA Director